



A handwritten signature in black ink, appearing to read "Timothy W. Dore".

Timothy W. Dore
U.S. Bankruptcy Court
(Dated as of Entered on Docket date above)

THE UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re

RECOVERY CENTERS OF KING COUNTY,

Debtor-in-Possession.

Case No. 15-13060

ORDER APPROVING DISPOSITION
OF PERSONAL PROPERTY AND
REJECTION OF LEASES

This matter having come before the Court on the motion of the Debtor-in-Possession, Recovery Centers of King County ("the Debtor"), for an order allowing it to dispose of personal property through sale and/or abandonment and authorizing rejection of personal property leases, and proper notice of the motion having been given to all creditors and parties of interest, and one objection having been received from the Unsecured Creditors' Committee, and good cause having been shown for the relief requested, NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Debtor is authorized to sell its personal property to the highest and best bidders listed on the attached **Exhibit A**, for the prices set forth on **Exhibit A**; and

ORDER APPROVING SALE AND REJECTION OF LEASES - 1

1 2. The Debtor is authorized to hold publicly advertised sales at its two Seattle
2 locations as to its remaining personal property, and to accept any purchase offers at the time of
3 the sales which it determines in its business judgment to be appropriate; and
4

5 3. Any personal property not sold to private bidders or at the public sales as set
6 forth above shall be abandoned from the bankruptcy estate, to be disposed of by Debtor via
7 either charitable donation or the landfill; and

8 4. All personal property leases (copies of which are attached to the related motion)
9 are hereby rejected pursuant to 11 U.S.C. § 365; and
10

11 5. Debtor is authorized to surrender and return to the leaseholders their collateral,
12 and Debtor is authorized to negotiate and agree to month-to-month rental terms on selective
13 equipment in its discretion so long as the month-to-month prices agreed to by the parties do not
14 exceed the amount of the original monthly payments under the lease of the parties; however if
15 any new lease agreements are negotiated, or if any month-to-month agreements are proposed
16 which require payments that exceed the original lease payment, said leases and/or agreements
17 must be approved by the court after notice and hearing; and
18

19 6. Debtor shall file a report of sale with the Court summarizing, for each item sold
20 pursuant to this order, funds received and any costs associated with conducting the sale and/or
21 disposing of the property; and

22 7. Pursuant to its security interests, Bank of America, N.A., holds a lien against the
23 Debtor's personal property, and Bank of America, N.A.'s lien shall attach to any proceeds of
24 sale of Debtor's personal property, and said proceeds may not be disposed of except pursuant to
25 a further court order such as an order approving use of cash collateral; and
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27

ORDER APPROVING SALE AND REJECTION OF LEASES - 2

8. This Order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004(h), 6006(d), 7062 and any other provision of the Bankruptcy Code or Bankruptcy Rules shall not apply and is expressly lifted, and this Order is immediately effective and enforceable.

/// End of Order ///

Presented by:

/s/ Emily Jarvis

Emily Jarvis, WSBA #41841
Wells and Jarvis, P.S.
Attorneys for Debtor
500 Union Street, Ste. 502
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Approved for entry, notice of presentation waived:

/s/ Brad Goergen

Brad Goergen, WSBA #41611
Attorney for Bank of America

/s/ Michael Sperry

Michael Sperry, WSBA #43760
Attorney for Unsecured Creditors' Committee